

STANDARD WARRANTY TERMS

Coated Technical Textiles

Coated Technical Textiles (“Products”) sold and delivered by MehlerHeytex to its customers are covered by a warranty according to the applicable laws and subject to the terms and conditions set forth under the section Standard Warranty Terms hereinbelow (“Standard Warranty”). If so explicitly confirmed by MehlerHeytex in the respective purchase agreement and/or the respective order confirmation, Products are additionally covered by a limited warranty (“Extended Limited Warranty”) extended by a specifically confirmed period of time (“Extended Warranty Period”) and are not part of the Standard warranty.

1. Warranty

MehlerHeytex warrants for the applicable statutory period of limitation (“Warranty Period”) that the Products at the time of the delivery to the Purchaser conform to the specifications provided for in MehlerHeytex’ Product data sheet current at the time of the conclusion of the purchase contract (the “**Data Sheet**”) and are free from defects in material and workmanship (jointly referred to “**Defects**”) according to the definition of the German law.

In addition, MehlerHeytex further provides the following warranties, in each case only if and to the extent that the relevant product property is explicitly specified in the Data Sheet:

- a. **Tensile Strength:** The Product’s tensile strength as specified in the Data Sheet will not reduce by more than 3% per year, calculated from the date of delivery to the purchaser.
- b. **Flame Retardency:** The Product will be flame retardant as per the relevant certificate specified in the Data Sheet.
- c. **Water Resistance:** The undamaged Product will remain watertight (no standing water); open structure fabrics excluded.

2. Warranty Exclusions and Conditions

All Warranties granted by MehlerHeytex for Products sold are subject to the exclusions and conditions set forth hereinbelow. Warranties do not cover any Defect or any deviation of quality claimed by the Purchaser which is caused by:

- a. excessive wear and tear;
- b. use, cleaning, maintenance, repair or alteration of the Product not in accordance with MehlerHeytex' guidelines and specifications, accepted engineering standards or a reasonable standard of care;
- c. improper handling, processing (e.g., joints & seams), installation, combination or incorporation of the Product with or into another product;
- d. extreme pollution, dirt, chemical substances, aerosols or other substances damaging to the Product;
- e. extreme climate and weather conditions, including high winds, thunderstorms, hails, extreme snowfall, icing or excessive UV radiation; or
- f. mechanical damage.

The following do not constitute Defects under the Warranties:

- g. Differences in properties between different production batches of the Product, such as translucency, colour, shade, staining behaviour, surface appearance, etc., provided that such differences are immaterial or are in accordance with industry standards or generally accepted tolerances;
- h. Irregular staining behaviour within industry standards;
- i. Moulding caused by insufficient air circulation or standing water, and any related damages to the Product;
- j. Normal reduction of the effectiveness of microbicide agents over time or caused by exposure to external influences;
- k. Normal ageing or ageing of the Product to be expected under the specific circumstances of the Product's use;
- l. Uniform changes in shade or colour that do not materially affect the aesthetic impression of the Product, or any other immaterial aesthetic defects;
- m. Any Product defect that the Purchaser has detected or reasonably should have detected during inspecting or processing the Product or that the Purchaser otherwise was or should have been aware of at the time of installation of the Product; or
- n. Any Product defect caused by the Purchaser or any third party.

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The Warranties given hereinabove are the sole and exclusive warranties given by MehlerHeytex for Products sold and no other warranty or guarantee shall apply to any Product sold.

All information provided – published or individually to a customer, generally or referring to a specific project, orally, in writing or in any other form, prior to the conclusion of the contract or thereafter, whether or not referred to as non-binding or bearing any other disclaiming language - that is not given or repeated in the Data Sheet or explicitly confirmed by MehlerHeytex in writing, is given for information purposes only, is not part of the specification of the Product and is not covered by a Warranty.

Accessories, packaging, installation sheets and other instructions, guidelines or recommendations for inspection, storage, installation, testing, operation, maintenance (hereinafter referred to as “Instructions”) shall only be part of the delivered Products and be handed over by us if they are explicitly agreed or customary in the industry, or if they can usually be expected according to the type of delivered goods or services. The customer is obliged to follow the Instructions and to observe the relevant regulations such as DIN standards or other industrial standards.

There are no further warranty rights, neither explicit nor implicit, neither based on advertising statements, implied actions nor usage of trade. MehlerHeytex does not give any implied warranty of merchantability, fitness for the ordinary or any particular purpose, or fitness for use or application (including any particular project).

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3. Warranty Remedies

If a Product supplied does not conform to the Warranties provided and a Valid Claim as defined hereinbelow under section 4 is made by the customer within the Warranty Period, then MehlerHeytex will, at its sole discretion, either

- a. replace the affected Product without charge with the same Product or equivalent material;

or

- b. repay the Purchaser the purchase price paid to MehlerHeytex for the affected Product.

In the event that MehlerHeytex has decided to replace the affected Product and such replacement Product does not conform to the Warranties provided either, then the Purchaser may cancel the purchase contract and request repayment of the purchase price.

The above remedies shall be the only remedies available to the Customer for defective Products sold and all other remedies provided for by the applicable laws on express or implied warranties and liability for defective products (e. g. relating to a subjectively or objectively expected quality, suitability for a particular purpose, a particular type of use, and freedom from third party rights) shall be excluded. This exclusion shall not apply if and insofar as the respective laws on express or implied warranties and liability for defective products constitute mandatory law in the respective jurisdiction and may not be excluded and/or limited by contract.

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4. Warranty Claims Procedure

- a) MehlerHeytex shall remedy a Product Defect pursuant to section 3 above if the Purchaser during the Warranty Period makes a claim in accordance with the provisions of this Section and it is proven by the customers and/or MehlerHeytex determines, in its reasonable discretion, that the Product shows a Defect that does not conform to one or more of the Warranties and the claim not excluded by the provisions of section 2 or section 3 (“**Valid Claim**”).
- b) Within thirty (30) days of becoming aware of a Defect the Purchaser must send MehlerHeytex a written claim, including a thorough description of the defect, a specification of the exact warranty provision that the Defect is in non-conformance with in the opinion of the Purchaser and a description at what date and under which circumstances the Purchaser became aware of the defect. The Purchaser shall also provide MehlerHeytex with any evidence of the Defect available to it (e.g. photographs, product samples, etc.). If the Purchaser fails to provide MehlerHeytex with a written claim within thirty (30) days of becoming aware of a Defect then no remedies shall be available to the Purchaser for this defect under this Warranty. The written claim must be accompanied by copies of all relevant purchase and delivery documentation (purchase contract or order confirmation), invoice, relevant delivery note(s) and a detailed description of the Defect and accompanying documentation supporting the Defect claimed (descriptions, samples, photos etc.).
- c) MehlerHeytex shall initiate an investigation of the claimed Defect without undue delay. The Purchaser shall provide MehlerHeytex promptly with all further information and access to the Product as is reasonably required. The Parties shall generally cooperate in the investigation of the claimed defect and mitigation of any potential damages.

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- d) Once MehlerHeytex has accepted the claim and has opted to provide replacement material to the Purchaser the Parties shall cooperate in the timely exchange of the defective Product. MehlerHeytex shall only be liable to cover any costs pursuant to Section 3 if and to the extent that any measures causing such costs have been discussed with and approved by MehlerHeytex in advance.
- e) During the Warranty Period the Purchaser, upon MehlerHeytex' reasonable request, shall allow or arrange access of MehlerHeytex to the Product for inspection.
- f) The Purchaser must always ensure a complete traceability of all delivered Products including the piece-numbers.
- g) The rights and obligations of the Purchaser under this Warranty cannot be transferred to any third party. Any rights of the Purchaser under this Warranty can only be exerted by the Purchaser in its own name and for its own account.
- h) Except as expressly set out herein or provided for by mandatory laws, MehlerHeytex shall not be liable for any direct or indirect damages, including, but not limited to, loss of profit or revenue, loss of use of equipment or facilities, cost of capital or for any other special, indirect, incidental or consequential damages resulting from or in any manner connected to the Product, its design, use of the Product or inability to use the same. However, this shall not apply for (i) damage arising from injuries to life, body or health, (ii) intent and gross negligence and (iii) liability in accordance with any applicable product liability laws which cannot be excluded by law or any other mandatory laws.

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